

2004 - 2005 COMMUNITY EMERGENCY RESPONSE TEAM

This agreement is made BETWEEN Leon County, Florida referred to herein as the "County" and Capital Area Chapter of the American Red Cross referred to herein as The "American Red Cross"

Now therefore, in consideration of the mutual covenants herein after set forth, the Parties hereto agree as follows:

- I. **Agreement Period.** This agreement shall be retroactive to July 1 2004 upon execution and continue until September 30, 2005.
- II. **County Services.** The County hereby engages for the American Red Cross to perform, in accordance with the terms and conditions set forth in this agreement. This agreement incorporates the proposal submitted by the American Red Cross with the modifications agreed upon herein. All objectives to be undertaken through this contract are detailed in Attachment A.
- III. **Maximum Payment of Expenses.** This is a cost reimbursement grant; however, an advance is available upon execution of this contract. The County agrees to pay the American Red Cross an amount not to exceed \$28,000.
- IV. **Records and Documentation.** The American Red Cross agrees to maintain records of deliverables, including reports, program information and participant data. The American Red Cross will maintain records of all expenditures associated with the Community Emergency Response Team program for a period of five years or until all outstanding audit issues have been resolved.
- V. **Reporting.** The American Red Cross will submit quarterly reports. The quarterly reports must consist of a report on progress and a financial report for reimbursement. The reports are due by the 15th of the month for the preceding quarter.
- VI. **Quality Assurance and Evaluation.** The American Red Cross will track and document progress made toward accomplishing the deliverables of this contract. The American Red Cross agrees to permit persons duly authorized by the county to inspect any records, papers, documents, facilities, and services of the American Red Cross that are relevant to this contract, and/or to interview any employees and volunteers to be assured of satisfactory performance of the terms and conditions of this contract. The American Red Cross will facilitate and/or coordinate inspections and/or interviews of the same at Partner organization(s).
- VII. **Professional Conduct.** The American Red Cross is, at all times during the conducting of the activities specified in this Agreement, a de facto representative of the County and of the State of Florida and is expected to engage in conduct that represents all parties in a professional manner.

- VIII. Indemnification. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28.
- IX. Independent Center. Both the County and the American Red Cross agree that the American Red Cross will act as an independent agency in the performance of its duties under this agreement. Accordingly, the American Red Cross shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the American Red Cross activities in accordance with this contract, including by way illustrating but not limited, Federal income tax, social Security, Unemployment Insurance taxes, and any other taxes or business license fees as required.
- X. Termination of Services. Nothing contained in this agreement shall confer upon the American Red Cross any rights to continue its contract with the County.
1. Termination at Will. This agreement may be terminated by either party upon no less than thirty (30) calendar days notice in writing, without cause, unless both parties agree upon a lesser time.
 2. Termination Because of Lack of funds. In the event funds to finance this agreement become unavailable, the County may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the American Red Cross. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability of funds.
 3. Termination for Breach. The County upon no less than twenty-four (24) hours notice may terminate this agreement for non-performance. If applicable, the County may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed as a modification of this agreement. The provisions herein do not limit the County's right to remedies at law or to damages.
- XI. In any case, the American Red Cross shall be paid for all work completed to the date of termination and for all non-cancelable obligations.
- XII. Overpayment. In the event that the County, the American Red cross, or an auditor discovers an overpayment has been made, the American Red Cross will repay the overpayment within thirty (30) calendar days unless extenuating circumstances are deemed to exist by the County.
- XIII. Governing Law. This agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Florida and CFDA #94.002. The American Red

Cross will rectify all compliance issues identified by the County in writing within the time period set forth or all future reimbursements will be withheld until the deficiencies are corrected. Written documentation should include an explanation of how all note deficiencies were corrected or acceptable justification, action plan and timeline of compliance for any deficiencies not corrected within the time period set forth.

- XIV. All Terms and Conditions Included. This contract and its attachment as referenced below contain all the terms and conditions agreed upon by the parties.
- XV. Attachment A – Budget and Scope of Work.

The County and the American Red Cross agree to the above terms and conditions.

American Red Cross

Signature

Name

Title

Date

LEON COUNTY, FLORIDA

BY: _____

Cliff Thael, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

Attachment A

Budget and Scope of Work

The information and requirements contained in the grant application submitted to the State of Florida Department of Community Affairs are hereby incorporated by reference to this contract.

I. Budget.

The revised budget portion of this document must be consistent in format with the budget proposed in the original project application. It must not consist of new line item expenditures, but will indicate whether the cost of the line items detailed in the original budget have increased or decreased from the original information. The State of Florida Department of Community Affairs must approve any proposed deviations from the original budget that may occur during the contract period. The total amount of grant money budgeted cannot exceed the amount authorized in the contract.

Failure to supply the above-referenced document, or disapproval of this document by the State of Florida Department of Community Affairs, will result in the denial of funding.

If the recipient succeeds in acquiring of services for less than the budgeted amount, then it must notify the State of Florida Department of Community Affairs and request authorization to apply the unexpended funds to the project, identifying the proposed use of the unexpended funds. If the unexpended funds can be applied to enhance the project through acquisition of additional equipment or services, which will provide the same benefit as the approved project, then the State of Florida Department of Community Affairs may approve the use of the unexpended funds.

II. Scope of Work.

The recipient will provide, in the required deliverable documents, subject to approval by the State of Florida Department of Community Affairs, information relating to the recipient's plans, accomplishments and delivery of the following items and activities as represented in the proposal to start-up or expand the Community Emergency Response Team (CERT) program operated by the recipient, utilizing funding under this sub-grant.

- A. Provide CERT training to a minimum of 400 participants.
- B. Provide, at a minimum, Personnel Protective Equipment (PPE), course manuals and certificates to CERT participants.
- C. Provide refresher or advanced CERT training, not to exceed \$10,500 to graduates of the CERT basic training program.

III. Project Items

- A. A budget must be remitted with the executed contract. If revisions are necessary, they must be made in accordance with Section I.
- B. To be provided in the initial report:
 - A schedule of CERT training to be presented within the contract period, to include, at a minimum: Date of training, name of instructor, location and estimated number of participants.
 - If applicable, a schedule of refresher/advanced CERT training to be presented within the contract period, to include, at a minimum: Date of training, name of instructor, location, training agenda and estimated number of participants.
- C. To be provided in all subsequent quarterly progress reports:
 - Documentation of completed CERT training, to include, at a minimum: Dates training was held, name(s) of instructors, location and number of participants that successfully completed training.
 - Documentation of completed refresher or advanced CERT training, to include, at a minimum: Date training was held, name(s) of instructors, location, copy of training agenda and number of participants that successfully completed training.
 - A list of any CERT activation that has occurred during the contract period, including the number of CERT volunteers activated. Types of activations are: drills and exercises, public education activities and activation for emergency situations.

IV. Schedule of Work and Payments

- A. By November 15, 2004 an initial report with the appropriate documentation as listed in Part III.B shall be submitted to the State of Florida Department of Community Affairs for approval. In addition, all invoices for expenses incurred to perform the work or prepare the products should be submitted.
- B. By December 15, 2004 a monthly report with the appropriate documentation as listed in Part III.B shall be submitted to the State of Florida Department of Community Affairs for approval. In addition, all invoices for expenses incurred to perform the work or prepare the products should be submitted.
- C. By January 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.

- D. By February 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.
- E. By March 15, 2005 a monthly report a monthly report with the appropriate documentation as listed in Part III.C shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.
- F. By April 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.
- G. By May 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.
- H. By June 15, 2005 a monthly report a monthly report with the appropriate documentation as listed in Part III.C shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.
- I. By July 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.
- J. By August 15, 2005 a monthly report shall be submitted to the State of Florida Department of Community Affairs for approval. Final invoices for expenses incurred to perform the work and prepare the products must be submitted.
- K. By September 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C shall be submitted to the State of Florida Department of Community Affairs for approval. In addition all invoices for expenses incurred to perform the work and prepare the products should be submitted.

- L. By October 15, 2005 a close-out report shall be submitted to the Department for approval.